

**RECORDATION REQUESTED BY:**

Trustmark National Bank  
Hernando Main Office  
2510 Highway 51 South  
Hernando, MS 38632

3/12/09 11:54:17  
BK 3.004 PG 382  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

**WHEN RECORDED MAIL TO:**

Trustmark National Bank  
Attn: Loan Operations  
P. O. Box 1182  
Jackson, MS 39205

**SEND TAX NOTICES TO:**

Trustees of Avery Chapel A.M.E. Church  
483 Church Rd  
Southaven, MS 38671

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**This Modification of Deed of Trust prepared by:**

Evans Wells, Assistant Vice President  
Trustmark National Bank  
2510 Highway 51 South  
Hernando, MS 38632  
(662) 429-9144

**NOTE TO CHANCERY CLERK: ONE (1) ACRE, IN NE CORNER OF NW 1/4, SECTION 7, TOWNSHIP 2, RANGE 7 WEST, DESOTO COUNTY, MS.**

**MODIFICATION OF DEED OF TRUST**



9040

**THIS MODIFICATION OF DEED OF TRUST dated February 12, 2009, is made and executed between Trustees of Avery Chapel A.M.E. Church ("Grantor") and Trustmark National Bank, whose address is Hernando Main Office, 2510 Highway 51 South, Hernando, MS 38632 ("Lender").**

**DEED OF TRUST.** Lender and Grantor have entered into a Deed of Trust dated February 11, 2004 (the "Deed of Trust") which has been recorded in Desoto County, State of Mississippi, as follows:

Recorded February 26, 2004 in the Office of the Chancery Clerk in Book 1932 at Page 0239.

**REAL PROPERTY DESCRIPTION.** The Deed of Trust covers the following described real property located in Desoto County, State of Mississippi:

See Exhibit A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 483 Church Rd E, Southaven, MS 38671.

**MODIFICATION.** Lender and Grantor hereby modify the Deed of Trust as follows:

The maturity date of the Note and the above described Deed of Trust shall be extended to February 12, 2014; said note shall be payable as follows:

Borrower will pay this loan in 60 payments of \$696.80 each payment. Borrower's first payment is due March 12, 2009, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on February 12, 2014 and will be for all principal and all accrued interest not yet paid. Payments include principal and interest.

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED FEBRUARY 12, 2009.**

**GRANTOR:**

**TRUSTEES OF AVERY CHAPEL A.M.E. CHURCH**

By: Alvin Bowser  
Alvin Bowser, Trustee

By: Ray Clark  
Ray Clark, Trustee

By: Wanda Bullard  
Wanda Bullard, Trustee

**LENDER:**

**TRUSTMARK NATIONAL BANK**

x Evans Wells  
Authorized Officer

env  
291

# MODIFICATION OF DEED OF TRUST (Continued)

## ASSOCIATION ACKNOWLEDGMENT

STATE OF Mississippi )  
COUNTY OF Desoto ) SS  
 )

Personally appeared before me, the undersigned authority in and for the said County and State, on this 13<sup>th</sup> day of February, 2009, within my jurisdiction, the within named Wanda Bullard, Trustee; and Ray Clark, Trustee, a Mississippi association, and acknowledged that for and on behalf of the association and as its act and deed, they signed, executed and delivered the above and foregoing Modification for the purposes mentioned above on the day and year therein mentioned after first having been duly authorized by said association so to do.

Henry C. Byrle  
NOTARY PUBLIC

My Commission Expires:

5/26/12



## LENDER ACKNOWLEDGMENT

STATE OF Mississippi )  
COUNTY OF Desoto ) SS  
 )

Personally appeared before me, the undersigned authority in and for the said County and State, on this 13<sup>th</sup> day of February, 2009, within my jurisdiction, the within named Evans Wells, who acknowledged that (he)(she) is Assistant Vice President of Trustmark National Bank and that in said representative capacity (he)(she) executed the above and foregoing Modification for having been duly authorized so to do.

Charlotte C. Gargan  
NOTARY PUBLIC

My Commission Expires:

12-20-2011



EXHIBIT "A"

One acre in the Northeast corner of the Northwest Quarter of Section 7, Township 2, Range 7 West, the above acre being square, also one-eighth of an acre between the above one acre and the lot that belongs to Avery Chapel Parsonage, and being 105 feet east and west and 57 ½ feet north and south, DeSoto County, Mississippi. Being the same property described in Warranty Deed Book 71, Page 207, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Less and except property conveyed to DeSoto County, Mississippi by Road Right-of-Way Deed in Book 150, at Page 82, of the office of the Chancery Clerk of DeSoto County, Mississippi, being further described as follows:

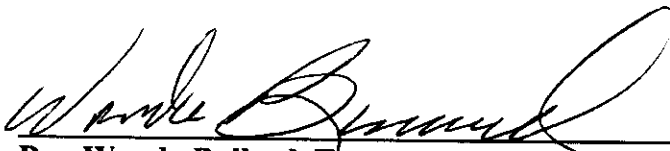
Beginning at a point 275.0 feet East of the Northwest Corner of the Northeast Quarter of Section 7, Township 2, Range 7, said point being the Northeast corner of the Frankie P. Burks tract, thence East along the centerline of proposed Church Road 104.3 feet to a point, said point being the Northwest corner of the Mary Electra Williamson tract, thence South 40 feet; thence West and parallel with the centerline 104.3 feet to a point; thence North 40 feet to the point of beginning.

SIGNED FOR IDENTIFICATION PURPOSES THIS THE 12<sup>TH</sup> DAY OF FEBRUARY, 2009.

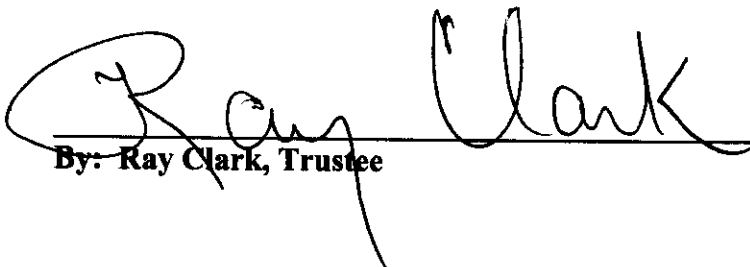
TRUSTEES OF AVERY CHAPEL A.M.E. CHURCH



By: Alvin Bowser, Trustee



By: Wanda Bullard, Trustee



By: Ray Clark, Trustee